

**SERIAL 09096 SS      PROLAW SOFTWARE AND SERVICES**

**DATE OF LAST REVISION: December 16, 2009      CONTRACT END DATE: November 30, 2014**

**CONTRACT PERIOD BEGINNING DECEMBER 16, 2009  
ENDING NOVEMBER 30, 2014**

TO:                                      All Departments

FROM:                                   Department of Materials Management

SUBJECT:                               Contract for **PROLAW SOFTWARE AND SERVICES**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the General Litigation Contract C-33-10-001-3-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2096701.**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



## SOLE SOURCE CONTRACT

**SERIAL 09096-SS**

This Sole Source Contract ("Contract" or "Agreement") is entered into the 16th day of December 2009 by and between Maricopa County (Customer), a political subdivision of the State of Arizona, and West Publishing Corporation, doing business as Elite, a Thomson Reuters business (Elite), a Minnesota corporation for the purchase of ProLaw software, maintenance and support services.

### 1.0 **TERM:**

- 1.1 This Contract is for a term of five (5) years, beginning on the 16th day of December, 2009 and ending the 30<sup>th</sup> day of November, 2014.
- 1.2 The Customer may, at its option and with the agreement of Elite, extend the term of this Contract for additional terms up to a maximum of five (5) years, (or at the Customer's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The Customer shall notify Elite in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 **INVOICES AND PAYMENTS:**

- 2.1 Elite shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
  - Company name, address and contact
  - Customer purchase order number
  - Invoice number and date
  - Date(s) of service
  - Description of services
  - Extended price
  - Total Amount Due
- 2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer

(EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

- 2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**3.0 TAX: (SERVICES)**

No tax shall be levied against labor. It is the responsibility of Elite to determine any and all taxes and include the same in proposal price.

**4.0 TAX: (COMMODITIES)**

Tax shall not be levied against labor. Sales/use tax will be determined by Customer.

**5.0 POST AWARD MEETING:**

Elite may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**6.0 TERMS & CONDITIONS:**

**6.1 INDEMNIFICATION:**

Subject to Section 6.5 of Exhibit C, Contractor shall defend, indemnify, and hold harmless Customer, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings to the extent relating to or arising out of Contractor's or its employees' negligent acts, errors, omissions or mistakes relating to the performance of this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of Customer.

**6.2 INSURANCE REQUIREMENTS:**

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of Customer. The form of any insurance policies and forms must be acceptable to Customer.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Customer, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects Customer, and any insurance or self-insurance maintained by Customer shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the Customer's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Customer under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention.

Customer reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. Customer shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of Customer's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name Customer, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against Customer, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

**6.2.1 Commercial General Liability:**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**6.2.2 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of Elite's owned, hired, and non-owned vehicles assigned to or used in performance of Elite's work or services under this Contract.

**6.2.3 Workers' Compensation:**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against Customer and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**6.2.4 Certificates of Insurance.**

**6.2.4.1** Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the Customer, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full

force and effect. Such certificates shall be made available to the Customer upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE ELITE AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to Customer fifteen (15) days prior to the expiration date.

6.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the Customer.

6.3 WARRANTY OF SERVICES:

6.3.1 Elite warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. Customer's acceptance of services or goods provided by Elite shall not relieve Elite from its obligations under this warranty.

6.3.2 In addition to its other remedies, Customer may, at Elite's expense, require prompt correction of any services failing to meet Elite's warranty herein. Services corrected by Elite shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING:

The Customer may determine to use a MasterCard Procurement Card, to place and/or make payment for orders under the Contract.

6.5 INTERNET COMMUNICATIONS AND ORDERING:

The Customer may at its option use the Internet to communicate with Elite.

6.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For Customer:

Maricopa County Materials Management Department  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003

For Elite:

Elite  
Attn: Contracts Administration  
5100 West Goldleaf Circle  
Suite 100  
Los Angeles, CA 90056

**6.7 ACCEPTANCE:**

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

**6.8 TERMINATION FOR CONVENIENCE:**

Customer may terminate this Agreement for convenience upon thirty (30) days notice to Elite at any time after the License Fees, Service Fees for services rendered through the effective date of termination, and Maintenance Fees, if any, have been paid in full; provided, however, that in such event Customer shall not be entitled to any refund of any Fees paid, except that Elite will refund the annual Maintenance Fees that have been paid in advance pro-rata from the date of termination. Upon receipt of the written notice, Elite shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Customer. In the event of termination under this paragraph, the license to the software, unless all license fees have been paid in full, shall terminate and Customer shall return the software to Elite. Elite shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**6.9 TERMINATION FOR DEFAULT:**

6.9.1 In addition to the rights reserved in the Contract, the Customer may terminate the Contract in whole or in part due to the failure of Elite to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to Elite.

6.9.2 Upon termination under this paragraph, the license to the software, unless all license fees have been paid in full, shall terminate and Customer shall return the software to Elite.

6.9.3 Elite shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the Customer may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Customer is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the Customer may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Customer from any other party to the contract arising as the result of the Contract.

**6.11 OFFSET FOR DAMAGES:**

6.11.1 In addition to all other remedies at law or equity, the Customer may offset from any money due to Elite any amounts Contractor owes to the Customer (pursuant to this Contract) for damages resulting from breach or deficiencies in performance under this contract.

**6.12 ADDITIONS/DELETIONS OF SERVICE:**

The Customer reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to Elite will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between Elite and the Customer.

**6.13 RELATIONSHIPS:**

In the performance of the services described herein, Elite shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Customer and Elite.

**6.14 SUBCONTRACTING:**

As this is a sole source contract, Elite may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof except pursuant to a merger or sale of substantially all of its assets with prior approval from the Customer.

**6.15 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa Customer Materials Management shall be responsible for approving all amendments for Customer.

**6.16 RETENTION OF RECORDS:**

Elite agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Customer, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If Elite's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, Elite shall reimburse Customer for the services not so adequately supported and documented.

**6.17 AUDIT DISALLOWANCES:**

If at any time, Customer determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Customer shall notify Elite in writing of the disallowance. Customer shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by Elite by the amount of the disallowance, or to require repayment of the disallowed amount by Elite.

**6.18 ALTERNATIVE DISPUTE RESOLUTION:**

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or

federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.19.1 By entering into the Contract, Elite warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Elite shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. Elite and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

6.19.2 The Customer may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the Customer suspect or find that Elite or any of its subcontractors are not in compliance, the Customer may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of Elite. All costs necessary to verify compliance are the responsibility of Elite.

**6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

6.20.1 By entering into the Contract, Elite certifies it does not have scrutinized business operations in Sudan or Iran. Elite shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.20.2 The Customer may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the Customer suspect or find that Elite or any of its subcontractors are not in compliance, the Customer may pursue any and all remedies



allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of Elite. All costs necessary to verify compliance are the responsibility of Elite.

**6.21 AVAILABILITY OF FUNDS:**

6.21.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating Elite as herein provided are actually available to Customer for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. Customer shall keep Elite fully informed as to the availability of funds.

6.21.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, Customer may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, Customer shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. Customer shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**6.22 CONTRACT COMPLIANCE MONITORING**

Customer shall monitor Elite's compliance with, and performance under, the terms and conditions of this Contract. Elite shall make available for inspection and/or copying by Customer, all records and accounts relating to the work performed or the services provided under this Contract.

6.22.1 If any of the services do not conform with Contract requirements, Customer may require Elite to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, Customer may:

6.22.1.1 Require Elite to take necessary action to ensure that future performance conforms to Contract requirements; and

6.22.1.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.22.2 If Elite fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, Customer may:

6.22.2.1 Terminate the Contract for default.

**6.23 STRICT COMPLIANCE**

Acceptance by Customer of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

**6.24 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**6.25 RIGHTS IN DATA:**

The Customer shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other

party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**6.26 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**6.27 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

**6.28 CONTRACTOR LICENSE REQUIREMENT:**

6.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

6.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**6.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

6.29.1 The undersigned (authorized official signing for Elite) certifies to the best of his or her knowledge and belief, that Elite, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.29.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.29.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.29.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.29.2 Should Elite not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.29.3 Elite agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**6.30 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail, except Elite's license agreement shall prevail where it pertains to the use of Elite's product.

**6.31 INCORPORATION OF DOCUMENTS:**

The following are to be attached to and made part of this Contract.

6.31.1 Exhibit A, Pricing

6.31.2 Exhibit B, Service and Maintenance Agreement

6.31.3 Exhibit C, Software License Agreement

6.31.4 Exhibit D, Recommended Client/Server Configurations

6.31.5 Exhibit E, Travel Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

ELITE

  
AUTHORIZED SIGNATURE

Matthew Devon, Vice President  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

  
CHAIRMAN, BOARD OF SUPERVISORS

DEC 17 2009  
DATE

ATTESTED:

  
CLERK OF THE BOARD 121609

DEC 17 2009  
DATE

APPROVED AS TO FORM:

  
LEGAL COUNSEL

Dec 17 2009  
DATE

## EXHIBIT A PRICING

SERIAL 09096-SS  
NIGP CODE: 20967

RESPONDENT NAME:	West Publishing Corporation d/b/a/ Elite, a Thomson Reuters business
VENDOR NUMBER :	
ADDRESS:	5100 West Goldleaf Circle, Suite 100 Los Angeles, CA 90056-1271
P.O. ADDRESS:	P. O. BOX 51611, LOS ANGELES, CA 90051-5811
TELEPHONE NUMBER:	(800) 977-6529
FACSIMILY NUMBER:	(866) 748-0122
WEB SITE:	<a href="http://www.elite.com">www.elite.com</a>
REPRESENTATIVE:	Beth Liebert
REPRESENTATIVE E-MAIL:	beth.liebert@thomsonreuters.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	% <u>          </u>
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.			

☒ NET 10 DAYS

### Additional Pricing Terms:

The License Fees and Annual Subscription fee, if any, for the first year set forth in this Exhibit A are due and payable as follows:

100% shall be invoiced upon above terms

The conversion (if bundled) Service Fees set forth in this Exhibit A are due and payable as follows:

Fixed Fees:

50% due upon above terms

50% due upon Software Installation Acceptance per section 6.7

The other Services Fees set forth in this Exhibit shall be billed monthly per above terms.

Annual Maintenance Charges for the first year shall be billed upon Software Installation per Exhibit A.

## MARICOPA COUNTY - LITIGATION DIVISION

## SOFTWARE

	Qty	Rate	One Time License Fee Total	Annual Maint.
<b>Application Software</b>				
<b>26 Seats License</b>			<b>\$ 14,638</b>	<b>\$18,900</b>
<i>ProLaw Enterprise Front Office:</i>	26	\$563	\$ 14,638	\$ 2,928
Case Management				
Conflicts				
Contact Management				
Docketing				
Document Assembly				
Document Management				
Drag & Drop Customization				
iManage/Docs/Worldox Integration				
Marketing				
Outlook/GroupWise Integration <sup>1</sup>				
ProLaw On-Line				
ProLaw Portal				
Records Management				
Relationship Management				
Report Writer				
Task Management				
Time Entry				
32-Bit SQL				
<i>ProLaw Enterprise Front Office:</i>				
(Civil Division existing licenses)	83			\$15,972
<b>SOFTWARE TOTAL</b>			<b>\$ 14,638</b>	<b>\$18,900</b>

## SERVICES

	Qty	Rate	Total	Annual Maint.
<b>Implementation/Training/Consulting Services</b>	<b>159</b>		<b>\$ 25,440</b>	
<b>Front Office</b>				
Software Installation	4	\$160.00	\$640	
Project Management	15	160.00	2,400	
Front Office Training	40	160.00	6,400	
Custom Reports - 12 Reports	40	160.00	6,400	
Power User Training	40	160.00	6,400	
End User Training	20	160.00	3,200	
<b>SERVICES TOTAL</b>	<b>20 Days</b>		<b>\$ 25,440</b>	
<b>GRAND TOTAL - Without Hardware</b>			<b>\$ 40,078</b>	<b>\$18,900</b>

## OPTIONAL SOFTWARE / SERVICES

	Qty/ Hours	Rate	Total	Annual Maint.
<b>Database Software</b>				
<i>Microsoft SQL Server Standard Runtime Edition<sup>2</sup></i>				
<i>Client Access License</i>	26	\$72.00	\$ 1,872	
<i>Annual Upgrade Coverage</i>	26	14.00		\$ 364
<b>OR</b>				
<i>Server Licensing - Per CPU</i>	2	2,110.00	4,220	
<i>Annual Upgrade Coverage</i>	2	422.00		844
<i>Microsoft SQL Server Installation</i>	2	160.00	320	
<b>Post Implementation Services</b>				
<i>Process Review - 3 days on-site to review current configuration and determine additional customization, efficiency gains, etc.</i>	24	\$200.00	\$ 4,800	
<i>On-Site Training - 3 days on-site training to review ProLaw functionality after go live</i>	24	200.00	4,800	
<i>Remote Training - Webex targeted training to review ProLaw functionality after go live</i>	TBD	200.00	TBD	

## CORRESPONDING PROLAW ENTERPRISE SYSTEM ENDNOTES

SQL Server Database software is required. Pricing for the software and upgrade coverage is listed above.

**SOFTWARE NOTES:**

- 1 Outlook integration requires Exchange. Bi-directional Outlook integration requires Exchange 2000/2003. ProLaw Enterprise and Exchange can be run on the same server, if properly sized, when using Microsoft Small Business Server in small customers.

**SERVICES NOTES:**

Services are billed as incurred.

This price quote is based on a single implementation. Multiple implementation phases are available for an additional charge.

The number of hours quoted is based upon similar sized customers and the software modules proposed. Additional hours may be required and charged to Customer depending upon the final implementation of the system. Elite Services (except data conversion) are based on a time and material basis and billed monthly as incurred per agreed upon Statements of Work. Travel and related expenses billable per Exhibit E.

**OPTIONAL SOFTWARE / SERVICES NOTES:**

- 2 Pricing for the SQL Server software is for an embedded runtime license only. Only Elite applications or applications provided by Elite may write to databases hosted under this license. The annual maintenance fee quote includes upgrade coverage only.

**SOFTWARE ACCESS NOTES:**

Gatekeeper (SecureLink VSN (Virtual Support Network)) (hereinafter “Gatekeeper”), which is developed and supported by Enexity, Inc. (“Enexity”), is Elite’s exclusive method for connecting to Customer (for the provision of any services, including Maintenance Services), except as otherwise provided below.

Gatekeeper is provided to Customer by Enexity under license. Enexity is solely responsible for Gatekeeper. Elite MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GATEKEEPER. ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

Should Customer opt not to install Gatekeeper, Customer will pay an additional annual fee equal to fifteen percent (15%) of its Annual Maintenance Charge to cover Elite’s costs of connection by a method other than Gatekeeper. If Elite is unable to use Gatekeeper due to circumstances beyond its control, or if the Customer has installed but is unable to use Gatekeeper due to circumstances beyond its control, Elite will connect to Customer’s Elite Software using WebEx or a similar tool at no charge to Customer.



**EXHIBIT B**  
**Services and Maintenance Agreement**

1.0 SERVICES:

1.1 Statements of Work. Any services to be provided by Elite to Customer shall be set forth in a separate Statement of Work executed by the parties that will describe the work to be performed. Elite has no obligation to provide services (other than Maintenance Services), except as specifically set forth in a Statement of Work executed by the parties.

1.2 Customer Obligations. When Elite performs any services at Customer's facility, Customer shall be responsible for providing a safe and appropriate work space and access to all terminals, materials and related resources that may be reasonably required by Elite for timely performance of its obligations under this Services Addendum. Customer shall provide to Elite in a timely manner any information, assistance, review, feedback or approvals that are the responsibility of Customer.

1.3 Warranties and Remedies.

Elite warrants that it will provide the services set forth in any Statement of Work hereunder consistent with industry standards and in accordance with such Statement of Work, including any specifications contained in such Statement of Work. Customer's sole remedy for Elite's material breach of its obligations under a Statement of Work will be to have Elite re-perform the defective services so that they conform to the warranties provided herein. If Elite is unable after a reasonable time to provide conforming services, and the services relate to the initial implementation of the Licensed Software, Customer may terminate the Agreement pursuant to Section 6.3 (Exhibit C) thereof if such defective services cause the Licensed Software to fail to conform to the warranties provided in the Agreement.

1.4 General Provisions.

Non-solicitation of Employees. Customer will not induce any employee of Elite to terminate his or her employment relationship with Elite. In addition, Customer agrees that it will not knowingly employ or offer employment to any employee of Elite who has performed any services related to the Agreement within one year of the provision of such services.

1.5 Definitions.

As used in this Statement of Work, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings set forth in the Services Addendum or the Agreement.

"Final Conversion" shall mean completion of the conversion of Customer's data as provided in the Project Plan.

"Project Plan" shall mean the written plan, approved in writing by the parties, that includes the project charter, scope statement and project schedule that sets forth the scope, schedule and responsibilities of Elite and Customer for implementation of the Software, including Software Installation, and any data conversion, training or other services to be provided.

"Planning Meeting" shall mean the meeting(s) between Elite and Customer to prepare the Project Plan.

"Service Fees" shall mean the fees payable to Elite for implementation, consulting, training, conversion or other services provided under a Statement of Work pursuant to this Statement of Work.

**1.6 Service Fees and Expenses.**

The Services Fees are due and payable as set forth in Exhibit A or in separate Statements of Work. Expenses shall be payable in accordance with Exhibit A.

**1.7 Project Managers.**

At or before the Planning Meeting, each party shall inform the other of the individual appointed to serve as its project manager ("Project Manager"). The Project Managers shall serve as the primary contact in regard to coordinating and supervising the implementation of the Software and conversion of the Customer's existing system, if any. Each party shall be responsible for ensuring that its Project Manager dedicates sufficient time to fulfill that party's respective obligation under this Statement of Work. Customer acknowledges that a change of Project Managers by Customer may result in delays in the implementation and necessitate an amendment to the Project Plan.

**1.8 Project Plan and Change Requests.**

Elite and Customer shall schedule the Planning Meeting at a time or times and location to be mutually agreed for purposes of developing the Project Plan. Elite shall present a draft Project Plan for Customer review and comment within fifteen (15) days after completion of the Planning Meeting and the parties shall work to finalize and sign the Project Plan within the following seven (7) days. The Project Plan may thereafter only be modified by a Change Order (defined below) or other written agreement signed by both parties.

Following execution of the Project Plan, Customer may submit requested changes to the Project Plan in writing to Elite. Elite shall respond to Customer's change request within twenty (20) days of receipt. Elite's response (the "Change Order") shall identify any changes to the Service Fees or expenses and any changes to the Project Plan (including any resulting delay charges) that would result from implementing the change. Customer may, in its discretion, accept the Change Order by signing the Change Order and returning it to Elite. Upon execution by Customer, the Change Order will amend the Project Plan, and, if applicable, Exhibit A. If Customer rejects the Change Order, the Project Plan will remain unaltered.

**1.9 Training.**

In the event that training services are to be provided pursuant to the Exhibit A, Elite shall make available to Customer as set forth in Exhibit A, training and support for Customer personnel designated by Customer who are skilled in professional billing and accounting and practice management systems ("Customer's Personnel") to operate the Software. Elite shall not be responsible for training replacements of Customer's Personnel who are re-assigned or whose employment with Customer is terminated except pursuant to a separate Statement of Work.

**1.10 Implementation.**

**1.10.1 Installation of the Software.** Elite and Customer shall cooperate to identify the hardware and related communications equipment necessary for Installation of the Software. Installation of all hardware and supporting software is the responsibility of Customer. Once the configuration of the hardware, including the operating system, conforms to the specifications agreed upon by Elite and Customer, Elite shall install the Software ("Installation").

**1.10.2 Pre-conversion Testing of the Software.** After Installation of the Software, Elite shall test the Software running on the hardware.

**1.11 Conversion.**

In the event that conversion services are to be provided pursuant to the Software and Fees Schedule, the following shall apply:

- 1.11.1 Conversion of Customer's Database. Customer shall provide its data in an accurate form in a mutually agreed format and shall provide verification and technical assistance to the extent reasonably possible.
- 1.11.2 Conversion. The general procedures for conversion shall include:
  - 1.11.2.1 Provision by Elite of programs necessary to convert Customer's data;
  - 1.11.2.2 Production of mutually agreed on hard copy reports to confirm successful conversion of Customer database; and,
  - 1.11.2.3 Both parties manual review and balancing of pre-conversion hard copy reports with respect to all fields identified in the conversion planning process, including new fields and computed results that do not exist on Customer's current system.
- 1.11.3 The Project Managers shall work to determine the accuracy and completeness of the conversion based on quantifiable criteria to be mutually agreed to by Customer and Elite prior to Final Conversion.
- 1.11.4 Final Conversion. Upon Customer's Project Manager certifying that the Software functions substantially in accordance with the Functional Standards, Elite and Customer shall proceed with the Final Conversion of Customer's then current database in accordance with the Project Plan. The Final Conversion shall include:
  - 1.11.4.1 Establishment of a cutoff date after which all data shall be loaded onto the Specified Server;
  - 1.11.4.2 Verification of pre-conversion and post-conversion data with respect to all fields identified in the conversion planning process, including new fields and computed results that do not currently exist on Customer's current system.
- 1.11.5 The Project Managers shall work to determine the accuracy and completeness of the Final Conversion based on the conversion criteria.
- 1.11.6 Live Operation.

Upon completion of the Final Conversion or the date specified in the Project Plan related to completion of Conversion efforts or related to completion of Installation if no conversion services are being performed by Elite, Customer shall begin "Live Operation"; provided, however, that Customer may not begin Live Operation if more than ten (10%) of the total of Exhibit A remains unpaid.

## **2.0 MAINTENANCE.**

As used in this Section 2, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

"Business Day" shall mean Monday through Friday of each week, excluding New Year's Day (January 1\*), Presidents Day, Memorial Day (last Monday of May), Independence Day (July 4\*), Labor Day (first Monday in September), Thanksgiving (last Thursday in November and the following Friday) and Christmas (December 25\*). For the dates marked with an asterisk, if such date falls on a Saturday, the holiday will be observed on the preceding Friday; if such date falls on a Sunday, the holiday will be observed on the following Monday

"Business Hours" shall mean the hours from 7:00am to 6:00pm, Mountain Time, during a Business Day

"Critical Problem" shall mean a Problem that causes an adverse and material effect on Customer's ability to utilize the Software according to the Software User Manual. Critical Problems are handled in accordance with Section 2.1.3.

“Non-Critical Problem” shall mean a Problem that does not meet the definition of a Critical Problem. Non-Critical Problems are handled in accordance with Section 2.1.4.

"Problem" shall mean any failure of the Software to perform in accordance with the Software User Manual. Problems are classified as either Critical Problems or Non-Critical Problems depending on the impact of such Problem on Customer's operations.

“Updates” shall mean any periodic software releases and any release notes provided by Elite to correct Critical or Non-Critical Problems in the Software.

## **2.1 Maintenance Services.**

Maintenance Services consist of the following:

2.1.1 Updates. Elite will provide all Updates for the Software to Customer. Customer shall be responsible for installing such Updates.

2.1.2 Telephone Support. Elite shall provide telephone support during Business Hours for the reporting of Problems and for the handling of Customer questions relating to the operation of the Software. Telephone support for Problems in the Server Code shall only be provided for Server Code on the Specified Server(s). Elite will provide support for Server Code on additional servers for an additional fee.

2.1.3 Critical Problems. Elite shall respond to a report to its telephone support line of a Critical Problem within two (2) Business Hours. Elite will determine whether the Critical Problem is due to a defect in the Software or whether it is due to a failure not caused by Elite. If the Critical Problem is due to a defect, Elite shall use its best efforts to correct the defect, or provide Customer with a way to temporarily work around the defect if able to do so, or notify Customer on a regular basis as to the progress of the corrective efforts until such time as a correction can be made.

2.1.4 Non-Critical Problems. In response to a report of a Non-Critical Problem, Elite will determine whether the Non-Critical Problem is due to a defect in the Software or whether it is due to a failure not caused by Elite. If the Non-Critical Problem is due to a defect, Elite shall use reasonable efforts on a time available basis to correct such defect, but the correction may await the release of Updates.

2.1.5 Access.

Customer shall be responsible for providing remote access to the Software via Elite's approved remote access method in order to allow Elite to provide the Maintenance Services and to verify Timekeeper or Seat count.

2.1.6 Customer Obligations.

Customer shall insure that Elite's personnel are provided with such information under Customer control as is reasonably necessary to enable Elite to comply with its obligations hereunder.

2.1.7 Exclusions.

Elite's obligations hereunder shall extend only to: (a) the latest Update of the Software provided to Customer by Elite, and (b) Software that has not been modified or altered in any way by anyone other than Elite or under Elite's direction.

Maintenance Services shall not include services for “Excluded Items” as defined in Section 6.2 of Exhibit C.

The Annual Maintenance Charge does not include on-site service calls made at Customer's request (or travel and living expenses associated with such calls), shipping costs, telephone costs or the costs of any other services not specifically set forth herein.

2.1.8 Remedies.

If Elite is unable, after repeated efforts, to remedy a Problem by correction or replacement of software or a combination thereof, or if Elite otherwise materially breaches this Maintenance Addendum or the Agreement with respect to Maintenance Services and fails to correct such breach within thirty (30) days of written notice thereof, Customer may terminate Maintenance Services and receive a pro rata refund of the prepaid Annual Maintenance Charge for the then current term.

The foregoing remedy is exclusive and is in lieu of all liabilities or obligations for damages arising out of or in connection with Maintenance Services. Elite shall have no other liability to Customer whatsoever arising under this Maintenance Addendum or the Agreement with respect to Maintenance Services

## **EXHIBIT C**

### **Software License Agreement**

#### **1. Software License**

**1.1. Grant.** Upon the payment of the license fees set forth herein, Elite grants Customer a non-exclusive, non-transferable, limited license to use, and to allow its partners, shareholders, members and employees to use, the software listed in Exhibit A hereto, in object code only (the "Licensed Software") for the number of Seats identified in Exhibit A. In the event Customer elects to license Westlaw Legal Calendaring Rules from Elite hereunder, Elite further grants to Customer a non-exclusive, non-transferable, limited license to use, and to allow its partners, shareholders, members and employees to use, on a year-to-year basis (an "Annual Subscription") beginning on Installation (as defined in Section 1.10 of Exhibit B), the Westlaw Legal Calendaring Rules set forth in Exhibit A (the "Westlaw Legal Calendaring Rules"), contingent upon the payment of the Annual Subscription Fee set forth in Exhibit A. The Licensed Software and the Westlaw Legal Calendaring Rules, if licensed hereunder, are hereinafter collectively referred to as the "Software." Any Software User Manuals, modifications or alterations to the Software or other related materials provided hereunder shall be deemed incorporated into the Software for the purposes of the provisions of this Agreement regarding license, restrictions on use, confidentiality and infringement indemnification. A "Seat" is defined as an active log-in to the Software. Access to the Software may be made from any workstation connected to the network, including remote workstations, and such Seat license may have more than one copy to allow flexible use from different workstations.

**1.2. Copying.** Customer may make copies of the Software for backup purposes and disaster recovery purposes only (including for a secondary disaster recovery site). Each copy made by Customer must include the copyright/proprietary rights notice(s) embedded in and affixed to the Software.

**1.3. Other Restrictions.** Customer may not loan, lease, distribute or transfer the Software or copies thereof to third parties, nor reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Software. Customer may not use the Software, nor allow the Software to be used, to provide data management or processing services for third parties. Customer is limited to the number of Seats set forth in Exhibit A. Customer may not reproduce all or any portion of the Software (except as expressly permitted in this Agreement), or modify, translate or otherwise create derivative works of the Software. Customer agrees to notify its employees and agents who may have access to the Software of the restrictions contained in this Agreement and to ensure their compliance with these restrictions.

**2. Other Licenses.** The Software may be used to access and use various West Publishing Corporation products and services, including Westlaw ("West Services"). All access to and use of such West Services by means of the Software, including any charges for such access and use, will be governed by the terms of the applicable West Publishing Corporation user agreement.

**3. Title.** Customer hereby acknowledges and agrees that all right, title and interest in and to the Software, the Software User Manual and any other related materials, including without limitation any copies, modifications, alterations or derivative works thereof, and any existing or future copyrights, trade secrets and other proprietary rights embodied therein, are or shall be, and shall remain, vested solely in Elite, and Customer shall not hold itself out as having any ownership or other rights with respect thereto, except as specifically granted hereunder. Except as expressly permitted herein, Customer covenants and agrees that it shall make no use of the Software, the Software User Manual or any other related materials without Elite's prior written consent.

#### **4. Fees and Expenses.**

**4.1** Fees payable by Customer will consist of license fees for the Licensed Software ("License Fees"), the Annual Subscription Fee for the Westlaw Legal Calendaring Rules, if any, fees for Services ("Services Fees") and the Annual Maintenance Charge in Exhibit A.

**4.2 License Fees and Annual Subscription Fees.** The License Fees and Annual Subscription Fee, if any, for the first year are set out in Exhibit A and shall be payable in accordance with Exhibit A. For subsequent terms, the Annual Subscription Fee, if any, shall be payable annually in advance. The License Fees and the Annual Subscription Fee, if any, set forth in Exhibit A were based upon the number of professionals set forth in Exhibit A. If the Customer's number of professionals increases above the limit set forth in Exhibit A, Customer will be required to pay additional License Fees and an increased Annual Subscription Fee, if applicable, to use the Software.

**4.3 Services Fees.** The implementation, consulting, training, conversion, enhancement and other services to be provided to Customer by Elite hereunder are set forth in Exhibit A or in separate Statements of Work. Such Services shall be provided in accordance with Exhibit B. The Services Fees are set out and shall be payable in accordance with Exhibit A or in separate Statements of Work.

**4.4 Maintenance Charges.** Elite will provide maintenance and support services for the Licensed Software in accordance with Exhibit B hereto for the Annual Maintenance Charge. Maintenance Services for the Westlaw Legal Calendaring Rules are included in Exhibit A and shall be provided in accordance with Exhibit B. Maintenance Services for the Software shall commence upon Installation (as defined in Section 1.10 of Exhibit B). The Annual Maintenance Charge for Maintenance Services in respect of the Licensed Software for the first year is set forth in Exhibit A and shall be payable as set forth in Exhibit A. For subsequent terms the Annual Maintenance Charge shall be payable annually in advance.

## **5. Confidential Information.**

**5.1** Elite acknowledges in the course of providing services at Customer's site(s) that Elite may have access to Customer's client list, information belonging to or pertaining to Customer's clients, Customer's billing information and practices and financial records that constitute Customer's confidential information ("Customer Confidential Information"). Elite will take reasonable steps to ensure that the Customer Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Elite will not permit any third party access to, in any manner, the Customer Confidential Information, except as provided in this Agreement. Customer Confidential Information shall not include information that consists of ideas, concepts, know-how or techniques relating to the enhancement, customization, Installation or implementation of the Software.

**5.2** Customer acknowledges and agrees that the Software constitutes a valuable proprietary product of Elite and that the Software, together with the terms of this Agreement, shall be referred to as the "Elite Confidential Information." Customer will take reasonable steps to ensure that the Elite Confidential Information is not used or disclosed except as expressly permitted by this Agreement. Customer will not permit any third party access to, in any manner, the Elite Confidential Information, except as provided in this Agreement.

## **6. WARRANTIES, REMEDIES AND LIMITATION OF LIABILITY.**

**6.1 Warranty.** Elite warrants that for the period ending ninety (90) days after Live Operation (the "Warranty Period") the Licensed Software will substantially conform to the Software User Manual. "Live Operation" shall mean the first date when Customer commences production use of any of the Licensed Software in accordance with the Statement of Work. Elite does not warrant the results produced by Westlaw Legal Calendaring Rules. It is Customer's responsibility to check the results of the Westlaw Legal Calendaring Rules date calculations against the actual court rules.

**6.2** Elite will not be responsible to the extent that the Licensed Software fails to perform as warranted due to one or more of the following (collectively the "Excluded Items"): (1) the malfunction of software not provided by Elite, (2) the malfunction of hardware, (3) Customer's negligence or fault, (4) Customer's failure to follow the instructions set forth in the Software User Manual, (4) material changes in the operating environment not authorized by Elite, (6) modifications to or changes in the Software not made or suggested by Elite or (7) Customer's failure to implement and maintain a proper and adequate backup and recovery system for the Elite database or user files. If Elite discovers that a failure is caused by one or more Excluded Items, Elite reserves the right to charge Customer for its work in investigating such failure. At Customer's request and at a fee to be agreed upon, Elite will thereafter assist Customer in resolving such failure. It is Customer's responsibility to develop and implement a proper and adequate backup and recovery system.

THE LIMITED WARRANTIES IN SECTIONS 6.1 AND 7.1 OF EXHIBIT C AND IN SECTION 3 OF EXHIBIT B, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ELITE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. Elite does not warrant the level of performance of the Software or that earlier versions superseded by new versions (whether or not distributed to Customer) will continue to be capable of access to and use with West Publishing Corporation services.

**6.3 Remedies.** Customer shall have the following remedies:

**6.3.1 Termination for Breach.** In the event that Elite materially breaches any of its obligations under this Agreement prior to or during the Warranty Period, including breach of a warranty or warranties provided herein, Customer may terminate this Agreement as provided in this Section 6.3. No termination shall occur unless Elite has been given written notice of the breach and fails to cure the breach, or to submit, to Customer's reasonable satisfaction, a plan for cure, within thirty days of receipt of notice. Upon such termination, Elite shall provide a refund as provided in Section 6.3.2.

**6.3.2 Refund Upon Termination.** Upon termination by Customer pursuant to this Section 6.3, Elite will refund to Customer all License Fees, the Annual Subscription Fee, if any, and the pro rata portion of any prepaid Annual Maintenance Charges received by Elite as of the date of termination upon return of the Software. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO A REFUND OF ANY SERVICES FEES OR EXPENSES.

**6.4 Exclusive Remedies.** The remedies in Sections 6.3 and 2.1.8 of Exhibit B are Customer's exclusive remedies and are in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of Elite for damages (except for bodily injury) arising out of, relating to, or in connection with this Agreement, including, but not limited to, the licensing, delivery, Installation, use or performance of the Software or the integration of the Software with other software or hardware.

**6.5 Limitation of Liability.** In no event shall Elite's, or its officers', employees', suppliers', directors', parent's, affiliates' or subsidiaries,' liability to Customer arising out of or related to this Agreement, or the licensing, delivery, use or performance of the Software or services provided under this Agreement or any breach of this Agreement, whether based on an action or claim in contract or tort, including negligence, strict liability or warranty, except liability for bodily injury: (i) from the Effective Date through the end of the Warranty Period, exceed the License Fees, Annual Subscription Fee, if any, and the pro rata portion of any prepaid Annual Maintenance Charges received by Elite hereunder; (ii) after the Warranty Period, exceed the sum of the Annual Subscription Fee, if any, and the Annual Maintenance Charge for the year in which the claim arises; and (iii) under any amendment to this Agreement, exceed the amount payable by Customer pursuant to such amendment. In no event will Elite be liable for any lost profits or other damages, including indirect, incidental, exemplary, special or consequential damages arising out of this Agreement or the use of the Software licensed hereunder, even if Elite has been advised of the possibility of such damages.

## **7. Indemnification.**

**7.1 Infringement Claims.** Elite represents and warrants that it has sufficient right and interest to grant the rights herein. At its sole expense, Elite shall defend, indemnify and hold Customer harmless from copyright, trade secret and U.S. patent infringement claims based upon the Licensed Software in the form delivered by Elite, including paying any judgment, attorney fees, costs and expenses associated with such claim.

**7.2** Without limiting its obligations under Section 7.1, in the event a claim of infringement or misappropriation is made against Elite or Customer with respect to the Licensed Software, Elite, for the purpose of settling such claim, may, at its option, in respect of such allegedly infringing Licensed Software:

- (i) substitute fully equivalent non-infringing software; or
- (ii) modify the Licensed Software so that it no longer infringes but remains functionally equivalent.

If, as a result of such claim, Customer or Elite is permanently enjoined from using the Licensed Software by a final, non-appealable decree from a court of competent jurisdiction, Elite will take one or both of the actions set forth in (i) and (ii) above or will obtain for Customer at Elite's expense the right to continue to use the Licensed Software. If none of these options can be accomplished in a reasonable time or are not commercially reasonable, Elite will refund to Customer the License Fee paid as amortized over a 60 month period from the Effective Date upon return of the Licensed Software.

**7.3** Elite's obligation to indemnify Customer pursuant to this Section 7 is contingent upon Elite being given prompt notice and control of, and detailed information with regard to, any such claim, suit or proceeding. Customer shall have the right to participate at its own cost in the defense of any such claim or action through legal counsel of its choosing. Customer shall not settle any such claim or action without Elite's prior written consent.



**7.4** This Section 7 contains the entire warranty by Elite and the exclusive remedies of Customer with regard to any claimed infringement arising out of or based upon the Licensed Software used by Customer.

**8. Limitation of Claims.** Except for claims relating to the Software Fees or improper use of the Software, no claim, regardless of form, which in any way arises out of this Agreement, may be brought more than one year after the basis for the claim becomes known to the party desiring to assert it.

**9. Force Majeure.** Elite shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

## EXHIBIT D

### Recommended Client/Server Configurations

The following guidelines for Customer's ProLaw Enterprise System are designed to handle up to 50 licenses and derived from the policies defined in the Elite Product System Requirements (PSR) document. The PSR provides greater detail regarding the requirements to properly size and configure the hardware for your ProLaw Enterprise System. Therefore, we strongly recommend that Customer obtain the PSR - it will be provided upon request.

#### ProLaw Enterprise Monolithic Database/Application Server Configuration

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Drive capacity and overall volume size for RAID sets will depend on individual customer storage space requirements and anticipated growth. The minimum recommended free space for basic installation is 10-20GB.

Component	Minimum Requirements	Typical Requirements
Processors	Intel Xeon 3.0 GHz with Two Processors	Intel Xeon 3.2+ GHz with Two Processors
Memory	2+GB	3GB
Hard Disk	Six or more drives, Ultra 160 RAID, 15K RPM	Six or more drives, Ultra 320 RAID 10, 15K RPM
Removable Storage	CD-ROM Drive	CD-ROM Drive
Video	SVGA (800 x 600)	XGA (1024 x 768)
Network Interface	Fast Ethernet (100 Mbit)	Gigabit Ethernet (1000 Mbit)
Operating Systems	Windows 2000/2003 Server	Windows 2000/2003 Server
Software	Microsoft SQL Server Standard	Microsoft SQL Server Standard
Remote Access	Required for Implementation and Support	Required for Implementation and Support
Options		<b>Any of:</b> Redundant fans <b>Any one of:</b> Surge Suppressor Uninterruptible Power Supply <b>Any one of:</b> Customer selected tape drive <b>Any one of:</b> Customer selected backup software

The above listed guidelines are based upon similar sized customers. Additional hardware (i.e., processors, RAM, disk, etc.) may be needed depending upon the number of concurrent users, the mix of users, and the amount of redundancy required on the system.

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**ProLaw Enterprise Dedicated IIS Portal Server (if implemented)**

A server hosting Microsoft's Internet Information Services web server (which is an included component of Windows 2000/2003 Servers and Windows XP) is required for the ProLaw Portal implementation.

Component	Minimum Requirements	Typical Requirements
Processors	Pentium 4 or compatible, 2.4 GHz with One Processor	Intel Xeon, 3.2+ GHz with One Processor
Memory	512MB	1+GB
Hard Disk	5+GB	10+GB
Removable Storage	DVD-ROM Drive	DVD-ROM Drive
Video	SVGA (800 x 600)	XGA (1024 x 768)
Network Interface	Fast Ethernet (100 Mbit)	Gigabit Ethernet (1000 Mbit)
Operating Systems	Windows 2000/2003 Server	Windows 2000/2003 Server
Options		<b>Any of:</b> Redundant fans <b>Any one of:</b> Surge Suppressor Uninterruptible Power Supply <b>Any one of:</b> Customer selected backup software agent

The above listed guidelines are based upon similar sized customers. Additional hardware (i.e., processors, RAM, disk, etc.) may be needed depending upon the number of concurrent users, the mix of users, and the amount of redundancy required on the system.

**ProLaw Enterprise Client - Normal User**

Normal Users are typical ProLaw System users who input and perform simple lookups of data, but do not run sophisticated reports or perform more intensive accounting for financial activities.

Component	Minimum Requirements	Typical Requirements
Processors	One Intel Pentium III or compatible, 1 GHz	One Intel Pentium 4 or compatible, 1.8 GHz or higher
Memory	256MB	512MB
Hard Disk	300MB free (local disk)	1GB free (local disk)
Removable Storage	N/A	N/A
Video	Minimum SVGA (1024 x 768)	Minimum SVGA (1024 x 768)
Network Interface	Fast Ethernet (100 Mbit or higher)	Fast Ethernet (100 Mbit or higher)
Interaction Devices	Mouse and Keyboard	Mouse and Keyboard
Operating Systems	<b>Any one of:</b> Windows NT Workstations 4.0 Windows 2000 Professional Windows XP Home or Professional	<b>Any one of:</b> Windows XP Professional
Options	<b>Document Storage (if used):</b> Access to a common read/write network share (delete rights optional) Application Integration with one or more of: Microsoft Word Outlook	<b>Document Storage (if used):</b> Access to a common read/write network share (delete rights optional) Application Integration with one or more of: Microsoft Word Outlook

**ProLaw Enterprise Client - Power User**

Power Users, in addition to performing tasks a Normal User may undertake, may run sophisticated reports or perform more intensive accounting for financial activities, such as month end reports, reconciliations and/or billing runs.

<b>Component</b>	<b>Minimum Requirements</b>	<b>Typical Requirements</b>
Processors	One Intel Pentium 4 or compatible, 2 GHz	One Intel Pentium 4 or compatible, 2 GHz or higher
Memory	512MB	768MB
Hard Disk	500MB free (local disk)	1GB free (local disk)
Removable Storage	N/A	N/A
Video	Minimum SVGA (1024 x 768)	Minimum SVGA (1024 x 768)
Network Interface	Fast Ethernet (100 Mbit or higher)	Fast Ethernet (100 Mbit or higher)
Interaction Devices	Mouse and Keyboard	Mouse and Keyboard
Operating Systems	<b>Any one of:</b> Windows NT Workstations 4.0 Windows 2000 Professional Windows XP Home or Professional	<b>Any one of:</b> Windows XP Professional
Options	Document Storage (if used): Access to a common read/write network share (delete rights optional) Application Integration with one or more of: Microsoft Word Outlook	Document Storage (if used): Access to a common read/write network share (delete rights optional) Application Integration with one or more of: Microsoft Word Outlook

## EXHIBIT E TRAVEL POLICY

### Purpose

This policy is established in order to maintain a uniform definition of allowable and allocable costs acceptable to Maricopa County. It is recognized that there will be times when it is necessary for contractors to travel to the Customer in order to perform services under a contract. Use of this policy should insure the Customer does not become liable for unwarranted or excessive travel expense invoices from contractors.

- A. All contract-related travel shall be prior-approved by the Customer.
- B. Travel, lodging, and per diem expenses incurred in performance of Customer contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:  
  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)
- C. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the Customer. Business class airfare is allowed only when there is no lower fare available to meet Customer needs.
- D. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
  - 1. Purchase of comprehensive and collision liability insurance shall be at the expense of Elite. The Customer will not reimburse Elite if Elite chooses to purchase these coverages.
  - 2. Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from the Customer prior to rental of a larger vehicle.)
  - 3. The Customer will reimburse Elite for parking expenses if free, public parking is not available within a reasonable distance of the place of Customer business.
  - 4. The Customer will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
- E. Elite is responsible for any other miscellaneous personal expenses, as they are included in Elite's lodging and per diem expenses.
- F. The Customer will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph "C" above.
- G. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

**THOMSON ELITE, 5100 W. GOLDLEAF CIRCLE SUITE 100, LOS ANGELES, CA 90056**

PRICING SHEET: NIGP CODE 2096701

Terms:	NET 30
Vendor Number:	W000005756 X
Telephone Number:	323/642-5200
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Contact Person:	Beth Liebert
E-mail Address:	<a href="mailto:beth.liebert@thomsonreuters.com">beth.liebert@thomsonreuters.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>November 30, 2014.</b>